



## **STATE OF TENNESSEE**

**Department of Finance and Administration  
for  
Department of Environment and Conservation  
West Tennessee River Basin Authority**

# **REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES CONSULTANT SBC Project No: 128/020-01-04 August 11, 2004**

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## 1 INTRODUCTION

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### 1.1 Statement of Purpose

The State of Tennessee, Department of Finance & Administration, on behalf of the WEST TENNESSEE RIVER BASIN AUTHORITY, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a consultant for providing the described engineering services.

Through this RFP, the State seeks to procure the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure a contract for a consultant to provide professional and technical engineering & computer-related services pertaining to the design, construction and maintenance of storm water detention/sediment retention structures, bank stabilization (including bioengineering techniques), natural channel and floodplain restoration, grade control structures, and feasibility studies. Such services will be performed as required to assist the West Tennessee River Basin Authority in achieving its legislative purpose to preserve the natural flow and functions of the Hatchie, Obion and Forked Deer River Basins through environmentally sensitive stream maintenance.

### 1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

### 1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Acting Title VI Coordinator  
 Department of Finance and Administration  
 William R. Snodgrass Tennessee Tower, Suite 1200  
 312 Eighth Avenue North  
 Nashville, Tennessee 37243  
 Telephone: (615) 741-6049

#### 1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

#### 1.5 RFP Communications

- 1.5.1 All communications regarding this RFP should be in writing and must be directed to the following RFP Coordinator, the State of Tennessee's only point of contact for this RFP.

Steven Westerman  
Office of Management Services  
Capital Projects / Real Property Management  
312 Eighth Avenue North, 22<sup>nd</sup> Floor  
Nashville, Tennessee 37243  
615-741-1563  
615-741-7599  
E-mail: Steve.Westerman@state.tn.us

**NOTICE: Unauthorized contact regarding this RFP with other employees or officials of the State of Tennessee may result in disqualification from this procurement.**

- 1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:
- SBC Number 128/000-01-04
- 1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.
- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

For the text of this RFP, as well as amendments or other information pertinent to this RFP, refer to the Division web page located at <http://www.state.tn.us/finance/cpm/rfpad.html> for updated postings.

- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

## 1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, facsimile number, and Email address of the contact person
- signed statement of intention to propose

**NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).**

## 1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual Proposal receipt by the State.

Late Proposals shall not be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be delivered verbally, by facsimile transmission, or by other telecommunication or electronic means.

## 1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer is limited to a maximum number of three (3) attendees. The conference shall be held at the *William R. Snodgrass Tennessee Tower, 312 8<sup>th</sup> Avenue North, Nashville, Tennessee 37243*. The purpose of the conference is to discuss the work to be performed and the process for submitting Proposals.

Proposers must enter the building on the 3<sup>rd</sup> floor level from the 7<sup>th</sup> Avenue side (East side of the building). There is no public parking available at the Tower and metered street spaces adjacent to the *War Memorial Building* are of limited number and are normally unavailable. Public parking lots are available within a two-block distance. Proposers are advised to allow sufficient time to locate vehicle parking in the area and to obtain Visitor's Badges at the security station.

## 1.9 Performance Bond

Not applicable

## 2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
<b>NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.</b>		
EVENT	TIME	DATE (all dates are state business days)
1. State Issues RFP		Wednesday 11-Aug-04
2. Disability Accommodation Request Deadline		Monday 16-Aug-04
3. Pre-proposal Conference	2:00 p.m.	Wednesday 18-Aug-04
4. Notice of Intent to Propose Deadline		Friday 20-Aug-04
5. Written Comments Deadline		Wednesday 25-Aug-04
6. State Responds to Written Comments		Tuesday 31-Aug-04
7. Proposal Deadline	2:00 p.m.	Tuesday 7-Sep-04
8. State Completes Technical Proposal Evaluations		Tuesday 14-Sep-04
9. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	Wednesday 15-Sep-04
10. State Building Commission action		Thursday 7-Oct-04
11. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	Monday 11-Oct-04
12. Contract Signing		Wednesday 20-Oct-04
13. Contract Signature Deadline		Monday 1-Nov-04
14. Contract Start Date		Monday 15-Nov-04

### 3 PROPOSAL REQUIREMENTS

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Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

#### 3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original and **Six (6)** copies of the Technical Proposal to the State in a sealed package that is clearly marked:

**“Technical Proposal in Response to SBC Number 128/000-01-04 -- Do Not Open”**

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

**“Cost Proposal in Response to SBC Number 128/000-01-04 -- Do Not Open”**

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

**“Contains Separately Sealed Technical and Cost Proposals for SBC Number 128/000-01-04”**

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Steven Westerman  
Office of Management Services  
Capital Projects / Real Property Management  
312 Eighth Avenue North  
William R. Snodgrass Tennessee Tower, 22<sup>nd</sup> Floor  
Nashville, Tennessee 37243

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

#### 3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

**NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.**

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide;
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide
- 3.3 Cost Proposal**
- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Evaluation Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

## 4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

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### 4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

### 4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

### 4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime consultant and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime consultant. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.



- 4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.
- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
- 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
- 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

#### **4.4 Incorrect Proposal Information**

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

#### **4.5 Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

**NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.**

#### 4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime consultant and shall be responsible for all work performed.

#### 4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime consultant or a subcontractor, for use in the performance of a contract pursuant to this RFP.

#### 4.8 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

A copy of the appropriate policy or a Certificate of Coverage fully listing all liability coverage shall verify all required insurance. Such insurance shall be maintained through the life of the contract. Renewal policies or Certificates of Coverage must be forwarded to the State within thirty (30) days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Contract.

Professional Malpractice Liability: Minimum of \$200,000.00 Aggregate.

#### 4.9 Licensure

Proposers must hold all necessary, applicable business and professional licenses at the time and date of the Proposal Deadline, as specified in the Schedule of Events, RFP Section 2. The State may require any or all Proposers to submit evidence of proper licensure.

#### 4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for **consultant** use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

#### 4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

**4.12 Proposal Errors and Amendments**

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

**4.13 Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

**4.14 Disclosure of Proposal Contents**

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

**4.15 Service Provider Registration**

All service providers with State of Tennessee contracts must be registered through the Department of Finance and Administration's Service Provider Registry prior to contract approval. However, registration with the state is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). Refer to the following Internet URL for more information about the Service Provider Registry and to register "on-line."

[www.state.tn.us/finance/rds/ocr/sprs.html](http://www.state.tn.us/finance/rds/ocr/sprs.html)

**4.16 Contract Approval**

The RFP and the consultant selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Consultant and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

**4.17 Contract Payments**

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Consultant, even work done in good faith and even if the Consultant is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

**4.18 Consultant Performance**

The Consultant shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Consultant's place of business that are related to the performance of the contract. If the State requires such an inspection, the Consultant shall provide reasonable access and assistance.

**4.19 Contract Amendment**

During the course of this contract, the State may request the Consultant to perform additional work for which the Consultant would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Consultant a written description of the additional work, and the Consultant shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Consultant's proposal to this RFP. If the State and the Consultant reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Consultant and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Consultant shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

**4.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## 5 PROPOSAL EVALUATION & CONTRACT AWARD

### 5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	30
Technical Approach	30
Cost Proposal	40

### 5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (*refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A*). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
- 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator may schedule oral presentations. The purpose of the oral presentation is to address topics from the Technical Proposal, make clarifications and answer questions for Proposal Evaluation Team members, and to present the specific individual(s) who will perform required tasks for the State. If no oral presentations are conducted, the Evaluation Team completes Technical Proposal scoring to determine qualifying Proposals.
- 5.2.3 There shall be qualification of all Proposals. Proposals must be responsive to the RFP requirements. Proposals which do not follow format and content requirements may be determined to be non-responsive, and rejected.

5.2.3.1 Technical Proposals must attain a minimum combined evaluated score of **48** or above in order for a Proposal to be deemed qualified.

5.2.3.2 Only qualified Proposals will have Cost Proposals opened.

Proposers with rejected and/or non-qualifying Proposals will be notified after the close of evaluations and notification of the apparent successful Proposer. See RFP Section 2, *Schedule of Events*.

5.2.4 The RFP Coordinator opens Cost Proposals using the RFP Attachment 6.4, Cost Proposal and Evaluation Guide, to calculate and document the Cost Proposal scores.

5.2.5 For each qualifying, responsive proposal the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

### **5.3 Contract Award Process**

5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the State Building Commission which will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. State Building Commission action represents formal closure to the proposal evaluation process. The State reserves the right to make an award without further discussion of any proposal.

5.3.2 After the State Building Commission's determination, the State will issue an Evaluation Notice to all Proposers to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, *Schedule of Events*.

**NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.**

5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, *Schedule of Events*.

5.3.4 The State will allow seven (7) calendar days after the State Building Commission's action for consideration of protests from a Proposer. Written protests shall be submitted to the State Architect who will evaluate the merits of the protest. If the State Architect denies a protest, then the contract process proceeds.

A Proposer may appeal its denied protest to the State Building Commission for further review. State Building Commission determination on a protest is final action. If after review of the protest through appeal, the State Building Commission decides in favor of the protest then the result may be RFP cancellation or other resolution. If the State Building Commission's review through appeal concurs with the State Architect and denies the protest, then the contract process proceeds.

5.3.5 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

5.3.6 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, *Schedule of Events*. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.7 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

## ATTACHMENT 6.1

### PRO FORMA CONTRACT

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

#### CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF FINANCE AND ADMINISTRATION AND [CONTRACTOR NAME]

This Contract, by and between the State of Tennessee, DEPARTMENT OF FINANCE AND ADMINISTRATION, hereinafter referred to as the “State” and [CONSULTANT LEGAL ENTITY NAME], hereinafter referred to as the “Consultant,” is for the provision of [SHORT DESCRIPTION OF THE SERVICE], as further defined in the “SCOPE OF SERVICES.”

The Consultant is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Consultant’s address is:

[ADDRESS]

The Consultant’s place of incorporation or organization is [STATE OF ORGANIZATION].

#### A. SCOPE OF SERVICES:

The following Tasks constitute the professional services that shall be provided by the Consultant:

- A.1. The Consultant shall provide Professional Engineering Services and Technical Assistance as the STATE may require involving projects and initiatives pertaining to storm water detention/sediment retention structures, bank stabilization (including bioengineering techniques), natural channel and floodplain restoration, and grade control structures. The Consultant shall perform associated feasibility studies as required to assist the STATE in achieving its legislative purpose. Such services and assistance may include but not be limited to the following areas:

Project Planning	Cartographic Services
Geomorphologic Investigation	Site Surveying
Ecological Investigation	Engineering Design
Geotechnical Investigation	Bid/Construction Documents Preparation
Hydrologic/Hydraulic Analysis	Construction Administration.

- A.2. The Consultant shall provide Computer-related Services as the STATE may require. Such services shall include qualified personnel on staff, adequate hardware & peripheral equipment, and computer software for use at Consultant’s office. Consultant’s staff, hardware and equipment shall have the capability to operate fully and efficiently the following listed software. All software and hardware shall be “Y2K” compliant. Other software of equal capability and compatibility with the following listed software may be substituted as an approved equal by request of the Consultant, but only upon written approval by the STATE.

a) .....Word Processing/Spreadsheet:	Microsoft Office 2000 or XP Professional
.....Operating System	Microsoft Windows 2000 or XP



b). ..... Surveying Software:

.....GPS & DGPS Trimble Geomatics Office 1.61  
 .....Automated Hydrographic Coastal Oceanographics Hypack MAX 2.12A  
 .....Corpscon (for Windows)

c). ..... Coordinate Geometry:

..... Bentley GEOPAK 2001  
 ..... Intergraph InRoads 7.1  
 ..... Softdesk Civil/Survey S.8  
 ..... Visual P. E. 9.0

d) .. Computer-Aided Design & Drafting:

..... AutoCAD Release 14  
 ..... Bentley Microstation I or SE

e) ..... Hydrology & Hydraulics:

..... HEC-RAS 3.1.1  
 ..... HEC-HMS 2.2.1  
 ..... HY7 (WSPRO) 2001  
 ..... HY8 Culvert Analysis 6.1  
 ..... HY22 Visual Urban Drainage design

f) ..... Presentations:

..... Microsoft PowerPoint  
 ..... Adobe Acrobat 5.0  
 ..... Adobe Photoshop 7.0  
 ..... Delorme – Topo USA 4.0  
 ..... Delorme – 3D Topo Quads 2.0  
 ..... MapSmith – GEO Tracker 3.3.20

g) ..... Database: To be provided by the State

- A.2.a. The Consultant shall be capable of interfacing with a database of existing information currently held by the STATE and stored in IBM PC-AT format.
- A.2.b. In addition to the above-listed software, the Consultant shall be responsible for providing transfer of data through the use of modems, tape backup system, and diskettes. Such transfer of data shall include but not be limited to transfer between the STATE, the Consultant, and the U. S. Army Corps of Engineers.
- A.2.c. All data generated as a result of this contract shall become property of the STATE. The Consultant shall provide all such data in a format usable by the STATE upon request and upon contract completion.
- A.2.d. The Consultant shall be responsible for storing and archiving of data and other documents relating to this contract for a period of three (3) years after contract completion.
- A.3. At the specific request of the STATE provide certain Additional Services, not covered within the scope of services provided herein. These Additional Services shall be supplied at the rates identified within this Contract. All requests for Additional Services must be authorized in writing by the STATE prior to their commencement.
- A.4. The Consultant shall provide services and assistance as the STATE may require within a procedure and schedule satisfactory to the STATE.
- A.4.a. The Consultant shall respond to the STATE within twenty-four (24) hours upon receipt of written notice of request for services, or other communication pertaining to this contract.

- A.4.b. The Consultant shall commence services only upon receipt of written authorization of such services from the STATE.
- A.4.c. The Consultant shall submit Initial Work Report to the STATE within seventy-two (72) hours

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on [START DATE] and ending on [END DATE], with the option to renew for up to four (4) additional one-year periods. Should all four annual contract renewal options be elected, the contract will be terminated on [END DATE]. The State shall have no obligation for services rendered by the Consultant that are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than Five (5) years, provided that the State notifies the Consultant in writing of its intention to do so at least Thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed WRITTEN AMOUNT (\$NUMBER). The rates in Section C.3 shall constitute the entire compensation due the Consultant for the Services and all of the Consultant's obligations hereunder regardless of the difficulty, materials or equipment required. The amounts include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Consultant.

The Consultant is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Consultant and does not guarantee payment of any such funds to the Consultant under this Contract unless the State requests work and the Consultant performs said work. In which case, the Consultant shall be paid in accordance with the amounts detailed in Section C.3. The State is under no obligation to request work from the Consultant in any specific dollar amounts or to request any work at all from the Consultant during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. For the work performed under Part A - SCOPE OF SERVICES of this Contract, the Consultant shall be compensated based upon a monthly itemized invoice and unit rates as follows:
  - C.3.a. Labor, Material & Equipment and Laboratory Services  
Refer to "**ATTACHMENT 6.4**" of this Contract.
  - C.3.b. Other Employees of the Consultant  
For Employees of the Consultant other than those job titles identified in "ATTACHMENT 6.4", compensation shall be a Direct Personal Expense multiple of Two and forty-five one hundredths (2.45) times their hourly salary rate, but not to exceed One hundred Dollars (\$125.00) per hour.
  - C.3.c. Other Equipment & Laboratory Services, or Subcontractor Charges  
For services or subcontractor charges other than those identified in "ATTACHMENT 6.4", compensation shall be at a multiple of One and twenty one-hundredths (1.20) times amount billed to the Consultant provided such services are approved in writing, in advance, by the State.

C.3.d. Miscellaneous Services

For reproduction services or provision of special supplies or materials, as may be requested by the State, the State will reimburse the Consultant the actual, verified cost. Procurements shall be made on a competitive basis, when practical.

## C.4. The Consultant shall submit an itemized invoice monthly to :

Ms. Nancy Blevins  
 Department of Finance and Administration  
 Office of Business and Finance  
 William R. Snodgrass Tennessee Tower  
 20th Floor, 312 8th Avenue North  
 Nashville, TN 37243-0300

C.5. Travel Compensation. Compensation to the Consultant for travel, meals, or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.C.7. Invoice Reductions. The Consultant's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Consultant under this or any contract between the Consultant and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Consultant.C.9. Automatic Deposits. The Consultant shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Consultant by the State. Once this form has been completed and submitted to the State by the Consultant all payments to the Consultant, under this or any other contract the Consultant has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Consultant shall not invoice the State for services until the Consultant has completed this form and submitted it to the State.D. STANDARD TERMS AND CONDITIONS:D.1. Required Approvals. The State is not bound by this Contract until the appropriate State officials in accordance with applicable Tennessee State laws and regulations approve it.D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.D.3. Termination for Convenience. Either party may terminate the Contract by giving written notice to the other, at least THIRTY (30) days before the effective date of termination. Should the State exercise this provision, the Consultant shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Consultant exercise this provision, the State shall have no liability to the Consultant except for those units of service, which can be effectively used by the State. The final decision as to what these units of service are shall be determined by the State. In the event of disagreement, the Consultant may file a claim with the Tennessee Claims Commission in order to seek redress.

- D.4. Termination for Cause. If the Consultant fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Consultant violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Consultant.
- D.5. Subcontracting. The Consultant shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Consultant shall be the prime consultant and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Consultant shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Consultant, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Consultant's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Consultant shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contracting Entity. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Consultant, being an independent contracting entity and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Consultant's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Consultant shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Consultant agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Consultant acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]  
 [STATE AGENCY NAME]  
 [ADDRESS]  
 [TELEPHONE NUMBER]  
 [FACSIMILE NUMBER]

The Consultant:

[NAME AND TITLE OF CONSULTANT CONTACT PERSON]  
 [CONSULTANT NAME]  
 [ADDRESS]  
 [TELEPHONE NUMBER]  
 [FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the

sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Consultant. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Consultant shall cease all work associated with the Contract. Should such an event occur, the Consultant shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Consultant shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Annual Report and Audit. The Consultant shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Consultant that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Consultant may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Consultant and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury. The Consultant shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Consultant shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- E.5. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Consultant shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.6. State Furnished Property. The Consultant shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Consultant's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Consultant shall be responsible to the State for the residual value of the property at the time of loss.
- E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
  - b. All Clarifications and addenda made to the Consultant's Proposal
  - c. The Request for Proposal and its associated amendments
  - d. Technical Specifications provided to the Consultant
  - e. The Consultant's Proposal

In the event of a discrepancy or ambiguity regarding the Consultant's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.8. Work Papers Subject to Review. The Consultant shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.9. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Consultant relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Consultant shall be approved by the State.
- E.10. Prohibited Advertising. The Consultant shall not refer to this Contract or the Consultant's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Consultant or the Consultant's services are endorsed.
- E.11. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Consultant by the State or acquired by the Consultant on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Consultant to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Consultant will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Consultant exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Consultant's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Consultant of this Contract; previously possessed by the Consultant without written obligations to the State to protect it; acquired by the Consultant without written restrictions against disclosure from a third party which, to the Consultant's knowledge, is free to disclose the information; independently developed by the Consultant without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.12. Date/Time Hold Harmless. As required by Tennessee Code Annotated, Section 12-4-118, the Consultant shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.13. Hold Harmless. The Consultant agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Consultant, its employees, or any person acting for or on its or their behalf relating to this Contract. The Consultant further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Consultant to the State.

In the event of any such suit or claim, the Consultant shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Consultant written notice of any such claim or suit, and the Consultant shall have full right and obligation to conduct the Consultant's own defense thereof. Nothing contained herein shall be deemed to accord to the Consultant, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- E.14. Tennessee Consolidated Retirement System. The Consultant acknowledges and understands that, subject to statutory exceptions contained in Tennessee Code Annotated, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Consultant agrees that if it is later determined that the true nature of the working relationship between the Consultant and the State under this Contract is that of "employee/employer" and not that of an independent consultant, the Consultant may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Consultant received from the Retirement System during the period of this Contract.
- E.15. Debarment and Suspension. The Consultant certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

---

*End of contract terms*



IN WITNESS WHEREOF:

[CONSULTANT LEGAL ENTITY NAME]:

---

[NAME AND TITLE]

Date

APPROVED:

STATE ARCHITECT:

---

Michael Fitts, State Architect

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

---

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

---

John G. Morgan, Comptroller of the Treasury

Date

ATTORNEY GENERAL:

---

Paul E. Summers, Attorney General

Date

**ATTACHMENT 6.2****PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

*The Proposer must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.*

**PROPOSER LEGAL ENTITY NAME:** \_\_\_\_\_

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:**  
(or Social Security Number) \_\_\_\_\_

**The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:**

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
  - a) the laws of the State of Tennessee;
  - b) Title VI of the federal Civil Rights Act of 1964;
  - c) Title IX of the federal Education Amendments Act of 1972;
  - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
  - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
  - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
  - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.
- 5) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 6) The Proposer shall provide a performance bond in accordance with the requirements of the RFP.

**SIGNATURE & DATE:** \_\_\_\_\_

## ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Technical Proposal copies and Cost Proposal packaged separately.</li> <li>▪ Technical Proposal contains NO cost data.</li> <li>▪ Proposer did NOT submit alternate proposals.</li> <li>▪ Proposer did NOT submit multiple proposals in a different form.</li> <li>▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p><b>A.1</b> Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><b><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></b></p>	
	<p><b>A.2</b> Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> <li>▪ a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing</li> <li>▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months</li> <li>▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One hundred thousand dollars (\$100,000.00)</li> </ul>	

	<p><b>A.3</b> Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><b><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></b></p>	
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TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B	
PROPOSER NAME:	
SECTION B — QUALIFICATIONS & EXPERIENCE	
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>	
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	<b>B.1</b> Describe the Proposer's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	<b>B.2</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	<b>B.3</b> Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	<b>B.4</b> Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	<b>B.5</b> Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	<b>B.6</b> Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	<b>B.7</b> Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	<b>B.8</b> Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	<b>B.9</b> Describe the Proposer organization's number of employees, client base, and location of offices.

	<p><b>B.10</b> Provide a narrative description of the proposed project team, its members, and organizational structure.</p>
	<p><b>B.11</b> Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.</p>
	<p><b>B.12</b> Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.</p>
	<p><b>B.13</b> Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> <li>▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises</li> <li>▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> <li>○ contract description and total value</li> <li>○ client name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability)</li> <li>○ client contact and telephone number</li> </ul> </li> <li>▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> <li>○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)</li> <li>○ descriptions of anticipated contracts</li> <li>○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated</li> </ul> </li> <li>▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability</li> </ul> <p><b><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></b></p>

	<p><b>B.14</b> Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the State of Tennessee and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> <li>▪ the company name and business address;</li> <li>▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and</li> <li>▪ a brief description of the service provided and the period of service.</li> </ul> <p>The list of contracts with the State of Tennessee must include:</p> <ul style="list-style-type: none"> <li>▪ the contract number;</li> <li>▪ the contract term; and</li> <li>▪ the procuring state agency for each reference.</li> </ul> <p><b><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></b></p>
<p>(Maximum Section B Score = 30)</p>	

<p><b>SCORE (for <u>all</u> Section B items above, B.1 through B.14):</b></p>	
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TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C	
PROPOSER NAME:	
<b>SECTION C — TECHNICAL APPROACH</b>	
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>	
<p><u>Technical Approach</u> — The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the State to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:</p>	
<p><u>Project Understanding</u> -- Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the State's requirements and project schedule.</p>	
<p><u>Project Approach</u> -- Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.</p>	
<p><u>Project Management</u> -- Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.</p>	
(Maximum Section C Score = 30)	



## ATTACHMENT 6.4 COST PROPOSAL

<b>COST PROPOSAL &amp; SCORING GUIDE</b>	
<b>NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.</b>	
<b>PROPOSER NAME:</b>	
<b>SIGNATURE &amp; DATE:</b>	
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.</i>	
<b>COST PROPOSAL SCHEDULE</b>	
<p>The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, <i>Pro Forma</i> Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.</p>	

### COST PROPOSAL SUBMITTAL

1. The Cost Proposal Form to be submitted is in four (4) pages: Complete the information required on this page, and on the following three (3) pages provide a price for each of the categories listed. Labor, Materials and Equipment, and Laboratory Services classify the categories. Labor categories are further defined in this attachment following the pages to be submitted.
2. Any category that is left blank by Proposer shall be filled in by the STATE using the highest proposed price received from other Proposers for that category, and used in determining the Cost Proposal score. Accordingly, if Proposer has the winning proposal, then for contractual purposes, the category(s) left blank shall be filled in by the STATE using the lowest proposed price received from other Proposers for that category.

### COST PROPOSAL SCORING METHODOLOGY

3. The price proposed for each category will be multiplied by the "Multiplier" indicated for that category; thus, providing an extended price. The sum of the extended price for all categories is the Cost Proposal score. The Multiplier acts to weight a category relative to all other categories, and is based upon the projected relative number of price units used during the term of the contract.

## COST PROPOSAL FORM

Continued

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Proposer Firm Name

The Proposer shall indicate for each category below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP.

	Labor Categories	Hourly Rate	Multiplier
1.	Principle-In-Charge	\$	1.0
2.	Project Manager	\$	1.5
3.	Senior Professional Engineer	\$	2.0
4.	Staff Professional Engineer	\$	3.0
5.	Senior Scientist	\$	2.0
6.	Staff Scientist	\$	2.0
7.	Project Technician	\$	4.0
8.	Drafting/CADD Technician	\$	2.0
9.	Clerical Support	\$	1.5
10.	Construction Observer	\$	2.5
11.	Registered Land Surveyor	\$	2.0
12.	Four (4) Person Survey Crew	\$	1.0
13.	Three (3) Person Survey Crew	\$	1.0

	Materials & Equipment Categories	Daily Rate	Multiplier
1.	Conventional Hydrographic Survey Equipment, per survey crew	\$	1.0
2.	Range-Azimuth Hydrographic Survey Equipment, per survey crew	\$	1.0
3.	GPS Hydrographic Survey Equipment, per survey crew	\$	1.0
4.	GPS Receiver	\$	1.0
5.	Shallow Draft River Boat, Coast Guard approved, 21 foot min. w/cabin	\$	1.5

## COST PROPOSAL FORM

Continued

### LABOR CATEGORY DESCRIPTIONS

1. **Principal-in-Charge:** This employee must be responsible for the oversight of all staff in a contractor's regional office, including assignment of staff to specific projects and overview of project managers and senior level staff. The Principal-in-charge must have a B.S. or M.S. degree in engineering or other appropriate science and seven (7) years experience in conducting engineering work as required by this contract as well as five (5) years experience as a supervisor of technical staff.
2. **Project Manager:** The project manager must have five (5) years full-time experience in investigation, planning and design/construction phases of project management of the type required by this contract. A B.S. or M.S. degree in engineering or other appropriate science is necessary. The person must have supervisory and project management experience. The project manager must have the authority to supervise and assign tasks to staff members working on contracted projects irrespective of supervisory structure in the organization. Where circumstances dictate, the project manager must have the authority to make on-the-spot decisions.
3. **Senior Professional Engineer:** Must have the ability to plan and conduct projects and initiatives as required by this contract. Sr. Professional Engineer must be a registered Engineer in the State of Tennessee with a B.S. or M.S. degree from a fully accredited four (4) year university in engineering. QA/QC procedures, health and safety issues and risk assessment together with five (5) years of increasingly responsible experience as a Civil Engineer. The Sr. P.E. must have a minimum of two (2) years full time experience supervising technical personnel and must supervise technical personnel on a daily basis and insure that their work is sufficient to meet project needs.
4. **Staff Professional Engineer:** Must have the ability to conduct projects and initiatives as required by this contract. Staff Professional Engineer must be a registered Engineer in the State of TN with a B.S. or M.S. degree from a fully accredited four (4) year university in engineering. QA/QC procedures, health and safety issues and risk assessment together with two (2) years of increasingly responsible experience as a Civil Engineer.
5. **Senior Scientist:** Must have the ability to plan and conduct project investigations pertaining to their particular field of discipline, whether Geology, Ecology, Biology, Microbiology, Chemistry, or similar discipline, with five (5) years full-time increasingly responsible experience in their field. This person must be registered as a Professional in their field, if applicable. The Senior Scientist must have minimum of a B.S. degree in their particular field of discipline from a fully accredited four (4) year university. Must be experienced in overseeing a wide variety of operations, testing, and data acquisition and interpretations. Sr. Scientist must have a minimum of two (2) years experience supervising technical personnel and must supervise technical personnel on a daily basis and insure that their work is sufficient to meet project needs. Postgraduate work in an appropriate science may be substituted on a year for year basis for experience for a maximum of two (2) years.
6. **Staff Scientist:** Must have the ability to conduct project investigations pertaining to their particular field of discipline, whether Geology, Ecology, Biology, Microbiology, Chemistry, or similar discipline, with a B.S. degree in their particular field of discipline from a fully accredited four (4) year university. Must be capable of overseeing operations, collections, and data acquisition. Postgraduate work in an appropriate science may be substituted on a year for year basis for experience for a minimum of two (2) years.
7. **Project Technician:** Must have the ability to assist professional staff with project tasks; including but not limited to Project Planning, Geomorphologic Investigation, Ecological Investigation, Engineering Design, Geotechnical Investigation, Bid/Construction Documents Preparation, Hydrologic/Hydraulic Analysis, Construction Administration, and computer-related technical support.
8. **Drafting/CADD Technician:** Must have the ability to develop scaled maps, engineering drawings, and contour maps of professional quality. Two years full time experience, education relating to drafting and

cartography or an associate degree with emphasis on drafting or CADD programs.

9. **Clerical Support:** (Secretarial support, word processing and other office workers shall be included in this category). Must be able to type proficiently, use word processors, and carry out general clerical duties. Only expenses associated with in-office work by this position will be compensated through this contract.
10. **Construction Observer:** Must have ability to provide field observation duties for civil construction projects of the scope required by this contract. Construction Manager must have a minimum of seven (7) years experience with supervising or providing field observation duties for construction projects similar in scope to the work of this contract. Full time college-level coursework in engineering or construction management may be substituted on a year for year basis for experience for a maximum of four (4) years.
11. **Registered Land Surveyor:** Must be a licensed surveyor registered in the State of Tennessee with a minimum of four (4) years licensed surveying experience.
12. **Four (4) Person Survey Crew:** Typical 4-person crew and all necessary equipment.
13. **Three (3) Person Survey Crew:** Typical 3-person crew and all necessary equipment.

<p><i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p>	
<p style="text-align: right;"><b>Evaluation Cost Amount:</b> (sum of all weighted cost amounts above)</p>	
<p style="text-align: center;"> <math display="block">\frac{\text{Lowest Evaluated Cost Amount from <u>all</u> Proposals}}{\text{Evaluation Cost Amount Being Evaluated}} \times \frac{40}{(\text{max score})} = \text{score}</math> </p>	

## ATTACHMENT 6.5

## PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date		
<b>QUALIFICATIONS &amp; EXPERIENCE</b> Maximum Points: 30	<b>PROPOSER NAME</b>		<b>PROPOSER NAME</b>	<b>PROPOSER NAME</b>
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
REPEAT AS NECESSARY				
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	<b>AVERAGE SCORE:</b>
<b>TECHNICAL APPROACH</b> Maximum Points: 30				
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
REPEAT AS NECESSARY				
	<b>AVERAGE SCORE:</b>		<b>AVERAGE SCORE:</b>	<b>AVERAGE SCORE:</b>
<b>Minimum Qualifying Score</b>	<b>48</b>		<b>48</b>	<b>48</b>
<b>COST PROPOSAL</b> Maximum Points: 40	<b>SCORE:</b>		<b>SCORE:</b>	<b>SCORE:</b>
<b>PROPOSAL SCORE</b> Maximum Points: 100	<b>TOTAL SCORE:</b>		<b>TOTAL SCORE:</b>	<b>TOTAL SCORE:</b>